

MIZPAH SECURITY & TRAINING, INC.

349 High St. Holyoke, MA 01040 | (413) 883-4893 | <https://www.mizpahst.com/>

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT HAZARDOUS AND POTENTIALLY DANGEROUS ACTIVITY

1. **NOTICE:** The shooting of firearms ("Firearms Activity") at Mizpah Security Training, Inc. (MST) is a HAZARDOUS AND POTENTIALLY DANGEROUS ACTIVITY. This agreement prevents you, your heir, your family members, and legal representatives from recovering or bringing claim against MST in the event of any injury or death for whatever reason, including and not limited to malfunction of a firearm or ammunition, negligence of an instructor, or malfeasance of a student.

This agreement is also meant to protect and release from liability Mizpah Security Training, Inc., employees (whether employed or independent contractors). INCLUDING SPECIFICALLY HOLYOKE REVOLVER CLUB, INC. and its owners, officers, employees and affiliates, and all successors and assigns.

We ask you to sign this statement signifying your agreement to the following:

2. **VOLUNTARY PARTICIPATION** I verify that I am voluntarily requested to participate in Firearms Activity at MST.

3. **ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK ASSOCIATED WITH INHERENTLY DANGEROUS ACTIVITY**

I understand that Firearms Activity is a dangerous activity in which, as a participant, I may suffer serious bodily, psychological, and neurological injury or death, or cause injury to another person or property. Among the possible causes of serious injury or death, even if I am with an instructor are:

A. Exploding or malfunctioning weapons and ammunition.

B. Direct fire or ricochet of a bullet, either from my weapon, a rental weapon, or the weapon of an instructor or customer.

C. Injury or death resulting from a slip, fall, collision, noise, or environmental condition, even if not directly caused by firearms but while I am on the premises. I understand that injury or death could result from other causes not listed above, and that any event which causes injury or death is covered in this Agreement.

4. **NO INSURANCE REQUIREMENT** I understand that there is no obligation of MST or any Released Party to maintain insurance protecting me or any other person engaging in this dangerous activity at MST. I agree it not advisable for me to participate in this Firearms Activity if I do not have medical/ hospitalization insurance.

5. **ASSUMPTIONS OF THE RISK** I am voluntarily participating in Firearms Activity with knowledge of the danger involved and agree to accept any and all risks of damage, injury, or death.

6. **SUITABILITY OF PARTICIPANT** I promise that I will not participate in Firearms Activity if:

A. I am or will be under the influence of alcohol/drugs/ medication during the activity.

B. I have a pre-existing physical limitations or conditions which may be aggravated or harmed by the activity.

C. I do not fully understand or comprehend any rules, restrictions or directions given during the activity.

D. I am pregnant and / or nursing.

E. I have been convicted of a felony or am under any legal restrictions which prohibit me from participating in Firearms Activity.

7. **RELEASE AND HOLD HARMLESS AGREEMENT** As consideration for permission by MST to allow me to participate in Firearms Activities and use of facilities, I hereby agree that I, my heirs, legal representatives, guardians, and family members will not and cannot make a claim against, sue or attach the property of MST, or any of the Released Parties of the supplier of any equipment used in the activities for injury, death, or damage resulting from the negligence or other acts, howsoever caused.

I further agree and forever hold harmless and indemnify MST and other Released Parties from any and all injuries and damages, resulting in any way from the participation or spectating in Firearm Activities, even if such damages are caused by MST or any other Released Party through negligence or breach of any legal duty or standard of care.

8. **KNOWING VOLUNTARY EXECUTION** I have carefully read this contract and fully understand its content. I am aware that this is a full release of liability and contract between MST and myself and all Released Parties, and I signed it of my own free will.

9. **ONGOING EFFECT** This document may not be revoked, amended, or altered with respect to any occurrence or incident. It may be revoked prospectively (before an accident or occurrence which causes injury or death), But only if further participation in Firearms Activity at MST stops and provided further that written notice of the prospective revocation is provided to MST and a written receipt is obtained from a Mizpah Security & Training employee.

10. **INTERPRETATION** In the event that any court competent jurisdiction determines that any provision herein it too broad, the Agreement shall be interpreted so that the provision is interpreted in a manner so as to maximize the protection intended for MST and the Released Parties, and this Agreement, to the extent so modified, shall remain in full force and effect.

11. **SUCCESSORS** This Agreement is binding upon the successors and assigns of each Party and of all Released Parties.

12. **CHOICE OF LAW** This agreement shall be interpreted according to the laws of the Commonwealth of Massachusetts.

Dated this _____ day of _____, 20_____

Participant _____

Signature _____